These principles are familiar in the law of sales. *Edmunds* v. *Merchants' Transportation Co.*, 135 Mass. 283; *Barker* v. *Dinsmore*, 72 Pa. 427.

In the principal case there are two views which may be taken in determining whether the person whom the drawer intended to designate as payee was identical with the absent impostor who indorsed as payee: Did the drawer intend to make the draft payable to the person with whom the correspondence had been carried on, erroneously supposing him to be owner of the Denver real estate? Or did he intend the owner of the land to be payee, regardless of the man with whom the correspondence had been conducted? The court took the first of these two views, without considering the second, remarking that the facts were the same as if the swindler had been personally present. It is, however, evident that a distant correspondent can by no means be so clearly identified as a man present in person. The question as to which view more accurately represents the intention of the drawer is extremely close, and deserved further consideration than it received. Considering the favor with which a purchaser for value is regarded, the view taken in the principal case is probably the better; but if the evidence, which is very scantily given, showed that the drawer had from outside sources a distinct conception of the real A. W. Hudson, the owner of the real estate, and did not rely merely on the representations made in the correspondence, the case might well have gone the other way. *Cundy* v. *Lindsay*, 3 App. Cas. 459.

Recovery by a Married Woman for the Impairment of her Earning Capacity. — An interesting question arising under the modern married women's property acts concerns the right of a married woman to recover damages for the impairment of her capacity to perform labor outside of her ordinary household work. At common law it is the husband only who can recover in such instance. He is absolutely entitled not only to the services of the wife in connection with the family, but also to whatever she may earn outside. *Buckley* v. *Collier*, 1 Salk. 114. Consequently, when the wife is injured, he may recover in a lump sum for the loss he sustains from his wife's inability to work for him or for others. But in the flood of legislation which has so completely altered the status of the married woman, it is in general expressly provided that the earnings of a wife from work performed on her sole and separate account shall remain her own, free from her husband's control. Under such a statute it has recently been held that, in an action by a married woman to recover for personal injuries, damages should be given for the impairment of her capacity to work outside the household. *Texas & Pacific Railway Co.* v. *Humble*, 97 Fed. Rep. 837 (C. C. A., Eighth Cir.). The conclusion reached in this case would seem to follow logically from the statute. If the earnings of a married woman for such outside work are no longer the property of the husband, but belong absolutely to his wife, it follows that she is the proper person to recover for the money she would have earned but for her incapacity. It is true that in many instances a married woman never has worked outside the household, and the probability that she will do so is too slight to allow recovery. Yet it is for the jury to assess in each case the value of the work which the plaintiff would probably have performed. The principal case represents the weight of authority. *Harmon* v. *Old Colony R. R. Co.*, 165 Mass. 100; *Brooks* v. *Schwerin*, 54 N. Y. 343.

The real objection to allowing the wife to recover is based on practical grounds. The right to recover for the services which the wife would probably have rendered in the houshold still belongs to the husband. *Mewhirter* v. *Hatten*, 42 Iowa, 288. Now, where the wife recovers for her incapacity to work outside the family, and the husband recovers for her incapacity to work in the household, it is almost inevitable that juries will allow a lapping over of one ground of recovery on the other, thus inflicting upon the defendant double damages. The more work a wife is likely to do in the household, the less is she likely to perform outside, and there should therefore be a total sum, equal to what the husband would recover at common law, above which the value of her entire capacity to labor should not ascend. Yet this is not likely to be regarded by juries, especially when the trials by the husband and wife are separately conducted. Admitting, however, as we must, that the principal case is correct, the difficulty of double damages might well be minimized by legislative enactment compelling the actions to be joined, or providing some short period of limitations for bringing them, making it necessary that both should be pending at the same time.

Liability for the Negligence of an Independent Contractor. — The rule is generally stated that an employer is not liable for the negligence of an independent contractor except in three cases: where the act the contractor is employed to do is one which, if done by the employer, would be done at his peril; where the contractor is employed to execute certain work which the employer is under a statutory duty to perform; where the work which the contractor is employed to do is unlawful or a public nuisance. *Engell* v. *Eureka Club*, 137 N. Y. 100. In cases other than the above, when the injury is due to the collateral negligence of the contractor, the employer is not liable. *Connors* v. *Hennessy*, 112 Mass. 96.

These exceptions seem to have been considerably extended in a recent case, *Covington Bridge Co.* v. *Steinbrook*, 55 N. E. Rep. 618 (Ohio). The defendant had employed a contractor to tear down a building that was partially destroyed by fire. When the building had been so far torn down as to leave it in a dangerous condition, the contractor employed a subcontractor to complete the contract. Owing to the negligence of the latter, part of a wall fell and damaged the plaintiff's house which adjoined. The defendant was held liable for the injury on the broad principle that one employing a contractor cannot escape liability for an injury that might have been anticipated as a probable consequence if reasonable care were omitted in the performance of the contract. Though the court professed to recognize the independent contractor principle, there is probably no kind of contract in which a negligent act of the contractor may not work an injury, and the language of the court is certainly broad enough to extend to all. Unless, indeed, it was intended to restrict the rule of the principal case to building contracts, — an intent which nowhere appears in the decision, — the principle may for all practical purposes be regarded as abrogated in Ohio.

There seems to have grown up a more or less well recognized rule that where the contract contemplates labor to be done on a highway, the employer owes the public the duty of an insurer against the contractor's negligence. *Hill* v. *Tottenham*, 106 L. T. Rep. 127; *Penny* v. *Wimbledon*